

## **APPENDIX D**

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### **7 Comment Letters (December 2000)**

Comment letters were considered in the preparation of the  
Revised Draft EA

### **Distribution List for the Revised Draft EA (2004)**

**SCH Letter**



Gray Davis  
GOVERNOR

DEC-12-2000 10:19

BUREAU OF RECLAMATION  
STATE OF CALIFORNIA

209 487 5927 P.02

Governor's Office of Planning and Research  
State Clearinghouse



December 4, 2000

Al Candlish  
U.S. Bureau of Reclamation  
2800 Cottage Way  
Sacramento, CA 95825

Subject: Contra Costa Canal Unit Long-Term Contract Renewal  
SCH#: 2000114006

Dear Al Candlish:

The State Clearinghouse submitted the above named Environmental Assessment to selected state agencies for review. The review period closed on December 1, 2000, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

*Terry Roberts*

Terry Roberts  
Senior Planner, State Clearinghouse

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**CONTRA COSTA  
WATER DISTRICT**

1331 Concord Avenue  
P.O. Box H20  
Concord, CA 94524  
(925) 688-8000 FAX (925) 688-8122

December 19, 2000

**Directors**  
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General Manager

Judi Tapia, Environmental Specialist  
U.S. Bureau of Reclamation  
South-Central California Area Office  
1243 "N" Street  
Fresno, CA 93721-1813


**Subject: Clarification of Comments on Environmental Assessment for the  
Long-Term Contract Renewal, Contra Costa Canal Unit**

Dear Judi:

Enclosed please find, as we discussed December 8 on the telephone, revised comments on the above referenced Environmental Assessment. The revisions are provided to provide clarity and facilitate processing by the consultant. Please replace the Contra Costa Water District (CCWD) comments dated December 8 and addressed to Buddy Smith in the Tracy Office, with these dated December 19, 2000.

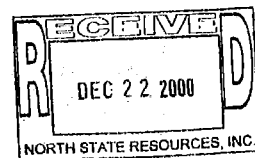
CCWD would like to meet with you and the consultant to discuss our comments. If you have any questions, please call me at (925) 688-8312 or Gary Darling at (925) 688-8165.

Sincerely,

  
Frances I. Garland  
Principal Planner

cc: Laura Kuh, North State Resources  
Gary Darling

Attachment



**Specific Comments on the Environmental Assessment for the Long Term Contract Renewal  
Contra Costa Canal Unit**

Author	Page Reference	Comment
GG	Table of Contents Page 1, Line 18	<b>Universal change</b> "...Contra Loma Reservoir <i>Water Quality Improvement Project</i> " (however, see comment FG: p.1-6, below)
GD	Executive Summary Page ES-1, 1 <sup>st</sup> line	<b>Universal change</b> --Eliminate "County" out of CCWD
GG	Executive Summary Page ES-1, Paragraph 5, Bullet #1	"...the needs of irrigation, municipal and industrial ..."
GG	Page ES-4, Alternative 1 Bullet #1	Although we concede that this EA does not cover future renewals, it should be noted that M&I contract renewal is guaranteed in the '56 Act.
FG	Page ES-4, Alternative 1 Bullet #4	Add a parenthetical that O&M of the Canal facilities was transferred to CCWD by MOA dated June 28, 1972, as amended May 15, 1995.
GG	Page ES-6, Summary of Previous Environmental Documentation Paragraph 1	"...prepared by CCWD and certified in February, 1999..." "The MPP EIR/EIS, prepared by CCWD and certified by CCWD on October 3, 1999 and for which reclamation issued a Record of Decision on November 27, 2000..."
GG	Page ES-6, Summary of Previous Environmental Documentation Paragraph 1, Last Sentence	"These four (including the CCCGP??) documents..."
GG	Page ES-8, Table ES-1 Row 2, Socioeconomics, Sentence 1	Need to provide the source of the 155.7 thousand AF, the quantity of non-CVP water assumed and the price assumptions--suggest a footnote
FG	Page ES-8, Table ES-1 Row 2, Socioeconomics	It is not clear why 400 af is used on box 3 while 2,000 af is used in box 4. Is one CVP and the other total? Text on page 4-23 and Table 4-8 are similarly confusing.
GG	Page ES-8, Table ES-1, Row 2, Sentence 4	Need to provide basis for the "over \$50 million"-- suggest a footnote with quantities and prices
GD	Page 1-3	Drop "County" from CCWD title
GG	Page 1-3 Basis of CCWD Renewals Paragraph 2	CCWD disagrees with this interpretation of the right to renew language. Under the 1956 Act, M&I are guaranteed the right to renew. The CVPIA does not countermand this Act. (see also comment on ES-4 Bullet #1 above)
GG	Page 1-4, Seismic and Reliability	Delete #5, renumber
GG	Page 1-5, Seismic and Reliability	Delete #7 and last sentence in paragraph.
GG	Page 1-5, City of Antioch Pump Project	The City of Antioch pump project was constructed and became operational in 1998
FG	Page 1-6, Contra Loma Reservoir Project	The Contra Loma project is <u>not</u> relevant to CVP contract renewal or CCWD's future water supply implementation program and should be deleted

Environmental Assessment -- CCWD comments  
December 19, 2000  
Page 2

Author	Page Reference	Comment
FG	Page 2-10, Table 2-1 Comparison of Contract Provisions	from the EA. "Water to be made available..." - 1) There appears to be missing language under the first entry for "No-Action Alt." 2) The assumptions regarding operating to minimize impacts are not sufficient to evaluate the project alternatives. Shortage policy and reliability are two of the most critical issues in contract renewal and cannot be glossed over in this way. See also comment for FG: p. 2-11.
FG	Page 2-11, Table 2-1	"Constraints on Availability..." see comment above; these gross assumptions do not lend themselves to impact analysis and are unacceptable relative to such critical issues as reliability and shortage.
FG	Page 2-14, Table 2-2 Summary of Environmental Impacts	4 <sup>th</sup> row, Cultural Resources -- "Bethel Island" is not in CCWD service area (although it is in the FWSI study area).
FG	Page 4-2, Contract Service Area Description, first paragraph	"The East County includes Antioch, Bay Point, Pittsburg, and Oakley."
GG	Page 4-2, CCWD Paragraph 2, Sentence 2	"...from others sources and virtually 100% from the CVP in dry years". (Note: please provide source of the "11%", it seems high.)
BB	Page 4-5, Surface Water Supplies and Facilities Operations	Note: Spelling -- Clair Engle, not Clair Eagle (1 <sup>st</sup> paragraph, 1 <sup>st</sup> sentence)
GG	Page 4-5, Contra Costa Canal Unit Sentences 7-12	Delete starting with "The Canal is the District's only raw water conveyance" to the end of the paragraph-- not relevant here
GG	Figure 2: Project Area Generalized Land Use (Map after Page 4-8)	The map should be revised to show the LV watershed as open space.
FG	Page 4-11, Cumulative Impacts First Paragraph	"CCCWD" -- change to CCWD.
FG	Page 4-12, Socioeconomics analysis generally	The analysis only deals with impacts of changes in pricing; the impacts of reliability, particularly on industry, are potentially great and needs to be addressed.
GG	Page 4-13, M&I Water Use and Cost Paragraph 3	Appears to be a math error; the quantities by customer class given do not add up to 108,764 AF.
BB	Page 4-13, M&I Water Use and Cost	Why is 1994 Rate Data being used? The table indicates that the Ag rate is significantly higher than the M&I rate. This may have been true for that brief period of time, but only because the Ag rate was saddled with a large non-interest bearing historical deficit (comprising \$28 of the \$37 COS

Author	Page Reference	Comment
		Ag rate) that was repaid over a 3 year period. Our M&I rate is significantly higher than the Ag rate currently, and will continue to be so on into the future because of the interest bearing nature of the capital rate (Ag capital is non-interest bearing).
GG	Page 4-14, Table 4-3,	Can the table be updated? The data are almost ten years old. Also, footnotes explaining how output and income POW are measured would be useful.
GG	Page 4-15, Assessment Methodologies Paragraph 4, Sentence 3	Is this the key assumption for the \$50 million shown in Table ES-1? See also comments on Table ES-1 above.
BB	Page 4-16, Table 4-4 Comparison of the Alternatives	Alternative 2 - Bureau is no longer considering (except for Westside contractors) two Categories of water when applying the 80-10-10 tiered pricing aspect of the CVPIA. This should lower the cost of water for both Ag and M&I. Use of 5-year average deliveries or some similar averaging method will be implemented in 2002 water rates.
FG	Page 4-17, Agricultural Water Costs Last Paragraph	Text of this paragraph is inconsistent with the rates shown in Table 4-2 where Ag is higher than M&I.
GG	Page 4-17, Agricultural Water Costs Last paragraph, Line 7	"This additional cost is <i>incorporated into the District's agricultural water rates.</i> "
FG	Page 4-18, Agricultural Water Costs Paragraph 1	Text of this paragraph is inconsistent with the rates shown in Table 4-2 where Ag is higher than M&I
GG	Page 4-18, Agricultural Water Costs Paragraph 2, Last Sentence	Add the following: <i>However, decisions on rates are made by the CCWD Board of Directors and CCWD is not bound by these assumptions.</i>
GG	Page 4-21, Environmental Consequences Paragraph 1, Last Sentence and Table 4-6, 6 <sup>th</sup> row	Again, need to explain how the \$50 million is derived (perhaps by adding a footnote with the \$300 per af assumption)
FG	Page 4-21, Table 4-6 Projected M&I Water Cost	To help clarify the table: Add a line for "Other Supplies" under Average CVP Delivery 2026 (taf). Add a line for "Other Supplies" under Dry CVP Delivery 2026 (taf). Also, give the assumed unit costs for CVP and other under both hydrological conditions.
FG	Page 4-22, Alternative 2 First paragraph	Need to see how 3% was derived, and note that the more appropriate measure would be against raw water costs not treated water costs (because CCWD is both a wholesaler and retailer). A 3% increase solely related to increased water costs cannot automatically be assumed to be insignificant.
FG	Page 4-22, Table 4-7,	• Same comment as on Table 4-6, add "Other

Author	Page Reference	Comment
	Costs Impacts, Alternative 2	Supplies..." • Please provide assumptions behind incremental cost increases as they relate to the tiered pricing scheme of Alt. 2
FG	Page 4-23, Agricultural Water Costs First paragraph	The baseline ag #s are not correct; we only use 400 af now, but we could take up to approximately 2,700 af. Revise analysis accordingly.
GG	Page 4-26, Table 4-11	Can the table be updated? The data is almost ten years old. Also, footnotes explaining how output and income POW are measured would be useful.
FG	Page 4-29, Affected Environment	Typo – "preformed" should be "performed."
FG	Page 4-38, Los Vaqueros Project Biological Opinions	"impacts to diversions at buildout...for delivery of up to 188,000 total AF." (the 148k limit was imposed despite analysis of 188k)
GG	Page 5-2, Water System Capacity	1) Delete the language regarding Los Vaqueros. It is a water quality and reliability project ; it does <u>not</u> have a growth inducing component and does <u>not</u> produce new supply. Or, 2) Delete the entire paragraph and move the first two sentences to the section below on growth inducement of the proposed project.
FG	Page 6-2, California Environmental Quality Act Endangered Species Act	CEQA is done; FWSI EIR consultation is done. In general, need conclusion in each of these – as written, there is no indication how they are relevant to CCWD.
FG	Page 6-3, National Historic Preservation Act, second paragraph	State a clear conclusion that there are no NHPA issues related to contract renewal.
FG	Page 6-4, Environmental Justice	Add a conclusion that there are no impacts.
FG	Page 6-5, Farmland Protection Policy Act and Clean Air Act	Although we agree there is no difference between the three alternatives in impacts on prime farmland or air quality, both of these were found to be significant unavoidable impacts in the FWSS EIR and the CCCGP. CCWD made Findings on both. Consider whether this discussion should be augmented with reference to the FWSS EIR and Findings.
GG	Page 7-3, Line 8	Check whether this reference should be to the Draft or Final EIR/EIS and revise as needed. (Final in 1999)
GG	Appendix C – Economic Analysis	It needs to be made clear in the text what Appendix C is and how it is used in or relevant to the economic analysis for CCWD.



programs that are designed to experimentally compare selected policies or practices, by evaluating alternative hypotheses about the system being managed.

We recommend that Reclamation refer to the Glen Canyon Dam Adaptive Management Program, administered by Reclamation's Upper Colorado Regional Office in Salt Lake City, Utah, for guidance, as this program is the most detailed and comprehensive illustration of the adaptive management techniques in use today to manage fish and wildlife resources and overall health of these ecosystems. Note also that the CALFED Bay-Delta Program utilizes an adaptive management approach, which can provide guidance for the language of the program within the final CVPIA Long-Term Contract Renewal drafts, and to which the CVPIA areas may already be legally bound under the programs of CALFED. The affected CVPIA areas will benefit greatly by the inclusion of an adaptive management process that will increase the overall health of the Central Valley, its ecosystems, and its natural resources.

### WEST SACRAMENTO CANALS

Reviewing the overall goals of alternatives for the West Sacramento Canals EA, the No Action Alternative and Alternative 1 apparently will have the same impacts. We are concerned about the reductions in CVP deliveries that may lead to increases in ground water use. This may have an adverse effect on nearby projects where their use of surface water, rather than ground water, may affect water quality or biological resources. As mentioned above, a more detailed system of water use and water transfer monitoring may help alleviate adverse water quality and biological resource impacts by balancing the use of surface and ground waters.

Under Alternative 2, it is determined that it would bring in a lower Total Gross Value Production as projected for Alternative 1. The region's agricultural output could decrease by 5%, further lowering potential revenues and could decrease employment by 2.6%. Of the biological species, the food sources of the Aleutian Canada goose and the sandhill crane are threatened under this alternative. Consequently, there is a greater potential for removing land from agricultural production, which may negatively impact the preservation of cultural resources and possibly lead to increased land erosion. From a biological resource perspective, however, this option should seriously be considered in any Preferred Alternative to decrease water usage in the District and allow for more water storage and to limit the effects of agricultural runoff in the District.

### FEATHER WATER DISTRICT

Concerning the Feather Water District, the main considerations for other agencies, such as biological considerations, water transfers, and the balance of water distribution among competing demands by CVPIA are not addressed in this EA since they require further documentation. FWS and others should be kept advised of the preparation of these materials. The PEIS reallocated CVP water deliveries from the Feather for fish and wildlife purposes. Thus, Feather's supply of water from CVP has decreased. The EA makes no mention of how the water demand is currently being met.

### DELTA-MENDOTA CANAL

In the Delta-Mendota Canal EA, Alternative 1 offers no significantly different impacts from a "no-action" alternative with the exception of geology, groundwater levels, and biological resources. Under Alternative 1, increased groundwater pumping could increase land subsidence, depending on the amount of surface water utilized. The report does not, however, acknowledge the presence of the threatened or endangered species that exist within the Delta-Mendota project area or their critical habitats in the area.

Impacts of Alternative 2 are essentially similar to those in Alternative 1 (including impacts noted above). Additionally, Alternative 2 has a more noticeable effect on agriculture: value of production ranges from -\$1.0 million in an average year (following a dry, five-year period) to a +\$1.2 million during a dry year. There is also a potential increase in unemployment for the region ranging from 120-420 jobs being lost in the region.

### CROSS VALLEY CONTRACTORS

Pertaining to the Cross Valley Contractors EA, the impacts anticipated from Alternative 1 and the No Action Alternative are similar. Water quality and supply will remain relatively unchanged. Potential differences in supply due to conditions in a dry year as compared to a wet year are less than 3% of the current levels. Water quality, however, is questionable. Because the average delivery south of the Delta is projected to decline, this may increase ground water demands and may result in application of water of a lesser quality than surface water. Although existing fisheries and biological habitats are likely to experience minimal direct and indirect impacts under these alternatives, more explanation is suggested in this EA to focus on improving water quality for biological resources and municipal uses. Finally it appears that the socio-economic situation in the region will be unaffected by these alternatives.

Under Alternative 2, less ground water pumping may allow farmers to switch to better-quality surface water. More significant changes under Alternative 2 involve biological "resuscitation," where additional water costs could result in an increase in the amount of land left fallow, thereby improving restoration possibilities in the area and the ability to return fallow lands to their natural non-agricultural condition. However, this could also diminish opportunity to increase wetland habitat in the affected area. Total possible economic changes are less than 1%, which provide ample opportunity to increase critical habitat without adversely affecting the regional economy.

### FRIANT DIVISION

The Friant Division EA is particularly complete in its analyses of impacts upon its region's communities, economy and natural resources. We note the painstaking detail used to describe the impacted environments in the Friant area and that well-planned alternatives to address direct and indirect environmental impacts are included. We particularly note Section 3 of this document,

pertaining to Affected Environment and Environmental Consequences of the Friant area. We are pleased to note the burgeoning programs in place for biological resource conservation and habitat restoration, specifically the Anadromous Fish Restoration Program. There are concerns, however, about how issues of water quality, drastically fluctuating water levels, excessive harvesting of fish, limited cover and spawning habitats will be addressed throughout the 25 year contract term. Data on the potential for adverse and positive impacts on these fish populations are provided, but we recommend including more detailed comment on active alternatives to address these natural resource concerns.

In Section 3, Ground Water Resources, there is analysis on possible recharging of already depleted and overused ground water sources, but no concrete program to ensure that ground water will be replenished throughout the Friant Division area. We suggest greater emphasis on recharging and limiting draw on ground water supplies. Further, this section should emphasize what can be done to abstain from excessive groundwater use, including limiting use in wet years, among Friant Division agricultural and industrial water users, particularly when attempting to implement riparian habitat restoration programs that will require additional water resources.

In the section on the Environmental Consequences of the Fisheries Resources commentary in this EA, adverse consequences upon the fisheries are likely to occur whenever CVP water is purchased. We are concerned that these purchases will occur randomly and intermittently, and will likely harm the regeneration and maintenance of the fish populations discussed in this section. We would like to see some mention of how the water purchasing and corresponding flow increases or decreases can be "controlled" or monitored to give the greatest opportunity for these fish populations to regenerate.

Overall, Friant water usage policies, especially those related to ground water levels and usage (Section 3) need to ensure that Friant usage will not interfere with Cross Valley Canal Unit or Delta-Mendota Canal supplies and usage.

#### SAN FELIPE DIVISION

The San Felipe EA addresses the topic of adaptive management, referring to the Vernalis Adaptive Management Plan, taking into account protective measures for fall-run Chinook salmon. In Chapter 4, Reclamation notes that the existing and projected water demands assume implementation of long-term water conservation programs, thus during periods of drought, the ability to reduce demand for water is limited. San Felipe is not the only project that includes water conservation measures. The hardening of demand especially in dry-dry years is an important consideration for all the projects and for their inter-relatedness. We are also concerned that threatened and endangered species in the area will encounter adverse direct and indirect environmental impacts from the project as currently drafted.

#### CONTRA COSTA CANAL

Contra Costa County's demand for water is expected to grow with continued development, particularly in the eastern portion of the county. The Future Water Supply Study prepared in 1996 calls for the purchase of water transfers, which require separate environmental documentation and therefore were not included in Alternative 1 or Alternative 2. Further analysis of water transfers should be included in the overview assessment of these eight EAs. Moreover, the main difference between alternative 1 and alternative 2 lies in the pricing of water for agricultural needs, while development in the county is mostly coming from the redevelopment of farmland into residential and commercial districts.

#### SHASTA/TRINITY DIVISIONS

Regarding commentary to specific provisions of the Shasta and Trinity Divisions EA, our analysis primarily focused on Chapter 4, dealing with environmental effects and consequences, however we have a brief comment on earlier sections of this document. In Chapter 2, it is stated that the dispute resolution provisions in the Shasta/Trinity Contract Renewal are only included in Alternative 1. Noting the currently tumultuous state of California water policy, we suggest this be a provision included within the final Contract Renewals, and not simply limited to Alternative 1. Regarding Chapter 4, Reclamation has completed a thorough and well-planned assessment of the impacts to this region, particularly in the areas of water usage, pricing, costs, and the effects upon the local economies.

Among the given contract renewal alternatives, it appears alternative 2 provides greater opportunity to allow for land fallowing to divert water to other municipal and industrial uses that are expected to increase in the evaluated area for the next 25 years as agriculture will decline. Consequently, options for use of the water saved from land fallowing for habitat and ecosystem restoration should be clearly delineated within Sections 4.4 and 4.5.

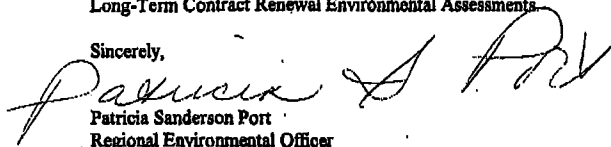
In 4.5.1, Affected Environment, the EA explains that there are "vegetation and wildlife resources that potentially may be affected by" the CVPIA within the Redding Basin area involved in the Shasta and Trinity Divisions. Exactly how these natural resources are affected by the project is not clear in this EA's analysis. The species affected are well detailed in the EA, but how their habitats are impacted by the project is not sufficiently detailed in this section or in the following Environmental Consequences section.

Thus, we recommend more detail on how the CVPIA Contract Renewals impact these flora and fauna. Pertaining to drafting edits in the same section, Table 4.5-1 repeats the Woodland Habitat Type three times, and the explanation of the Aquatic Habitat Type is cut off in mid-sentence (page 4.5-3). Otherwise, Chapters 4 and 5 appear to have complete analyses of the potential impacts the CVPIA Contract Renewals may have upon Shasta and Trinity Division-area resources.



We again thank Reclamation for the opportunity to provide comment on the eight CVPIA Long-Term Contract Renewal EAs, and urge Reclamation to seriously consider the suggestions made above and include them within the final CVPIA Contracts. Please feel free to contact us at (415) 427-1477 if you have any questions or require clarification on the above comments to the CVPIA Long-Term Contract Renewal Environmental Assessments.

Sincerely,



Patricia Sanderson Port  
Regional Environmental Officer

cc:

Laura Fujii, U.S. Environmental Protection Agency, Federal Activities Office  
Dr. Theresa Presser, U.S. Geological Survey, Western Regional Office  
Joy Winckel, U.S. Fish and Wildlife Service, Sacramento Office



NATURAL RESOURCES DEFENSE COUNCIL

December 7, 2000

Bureau of Reclamation  
Attention: Mr. Al Candlish  
2800 Cottage Way  
Sacramento, CA 95825-1898

Dear Mr. Candlish:

On the behalf of its more than 400,000 members, the Natural Resources Defense Council ("NRDC") hereby files its comments on the draft environmental assessments ("EAs") on long-term renewal of Central Valley Project water service contracts prepared by the Bureau of Reclamation ("the Bureau").

We are deeply disappointed by the Bureau's inadequate attempts to comply with the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 *et seq.*, in its proposed long-term renewal of CVP contracts. First, we strongly object to the Bureau's failure to prepare an environmental impact statement on these proposed agency actions that would have significant, far-reaching and fundamental effects. Second, the EAs themselves fail to meet the requirements of NEPA and cannot possibly support a finding of no significant impact by the Bureau. We urge the Bureau in the strongest possible terms to prepare NEPA documentation on long-term contract renewal which comports with the law, as these EAs emphatically do not.

**I. The Bureau Must Prepare an Environmental Impact Statement on the Proposed Long-Term Contract Renewals.**

NEPA requires federal agencies to prepare a detailed environmental impact statement ("EIS") on all "major Federal actions significantly affecting the quality of the human environment." 42 U.S.C. § 4332(2)(C). The purpose of this mandatory requirement is to ensure that detailed information concerning potential environmental impacts is made available to agency decisionmakers and the public before the agency makes a decision. *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 349 (1989).

Under NEPA's procedures, an agency may prepare an EA in order to decide whether the environmental impacts of a proposed agency action are significant

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enough to warrant preparation of an EIS. 40 C.F.R. § 1501.4(b), (c). An EA must "provide sufficient evidence and analysis for determining whether to prepare an [EIS] ..." 40 C.F.R. § 1508.9(a)(1). The U.S. Court of Appeals for the Ninth Circuit has specifically cautioned that "[i]f an agency decides not to prepare an EIS, it must supply a convincing statement of reasons to explain why a project's impacts are insignificant." *Blue Mountains Biodiversity Project v. Blackwood*, 161 F.3d 1208, 1212 (9th Cir. 1998) (internal quotation marks omitted), *cert. denied*, 527 U.S. 1003 (1999). To successfully challenge an agency decision not to prepare an EIS, a plaintiff need not show that significant effects will in fact occur. So long as the plaintiff raises "substantial questions whether a project *may* have a significant effect on the environment," an EIS must be prepared. *Id.* (emphasis added, internal quotation marks omitted).

The long-term renewal contracts proposed by the Bureau are virtually certain to have a significant effect on the environment if they are executed. Collectively they cause the diversion of millions of acre-feet of water each year from the natural environment to (primarily) agricultural water users in the Central Valley, for use (primarily) in irrigated agriculture that itself has significant environmental impacts. The Bureau simply cannot, consistent with NEPA, allow these environmental impacts to escape full analysis in an EIS on long-term contract renewals.

**A. There is Ample Evidence That Long-Term Renewal Contracts Would Have Significant Environmental Effects.**

The Bureau has failed to meet its duty under governing Ninth Circuit precedent to supply a convincing statement of reasons why the execution of long-term renewal contracts would have insignificant environmental effects. By contrast, there is ample reason to believe that executing contracts for delivery of millions of acre-feet of water annually for an effective duration of 50 years would have a significant impact on the environment.

The U.S. Fish and Wildlife Service has recently completed a biological opinion on, among other things, the continued operation and maintenance of the Central Valley Project ("CVP"). U.S. Fish and Wildlife Service, *Biological Opinion on Implementation of the CVPIA and Continued Operation of the CVP* (November 2000).<sup>1</sup> This biological opinion describes in some detail the adverse environmental consequences that have been caused by the Central Valley Project, consequences that include harm to fish and wildlife from actions such

We incorporate by reference this biological opinion in these comments. We also incorporate the documents referenced in that biological opinion, including the prior biological opinions on the Central Valley Project listed in section 1 of the November 2000 biological opinion.

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as water diversion, impoundment, pumping and conveyance; from habitat conversion; from the effects of agricultural drainwater; and from urbanization. All of these effects constitute effects of CVP water service contracts, since they are the consequences of the provision of water under these contracts. See 40 C.F.R. § 1508.8 (defining effects required to be analyzed under NEPA to include indirect as well as direct effects). Because these effects on the environment are significant, they and other effects of signing long-term renewal contracts for the provision of CVP water must be analyzed in an EIS.

Other evidence of significant environmental effects from long-term water service contracts include the evidence submitted by the plaintiffs in NRDC v. Patterson, No. Civ. S-88-1658 LKK (E.D. Cal.), which we also incorporate in these comments by reference. The main point here is an obvious one: Through the proposed contracts, the Bureau is proposing to commit to the diversion of millions of acre-feet of water from the natural environment and to the delivery of that water to farms and cities for a nominal period of 25 years and an effective period of 50 years (given the right of renewal contained in the contracts). Activities of this scale and type cannot help but have significant environmental impacts, particularly in light of the significant impacts that have occurred to date under the current and previous CVP water service contracts. Moreover, the scale and duration of the activities that would be committed to under the proposed contracts threaten to cause a deterioration in the current state of the environment, as the environmental effects of the activities mandated under the proposed contracts are added to the environmental harm that has been caused to date under the current and previous contracts. For all these reasons, the Bureau must prepare an EIS on long-term contract renewal.

**B. NEPA's Regulations Make Clear That an EIS Must Be Prepared Here.**

NEPA's implementing regulations list a variety of factors that federal agencies are required to consider in determining whether a proposed action may significantly affect the environment and hence must be the subject of an EIS. 40 C.F.R. § 1508.27. While the Bureau has failed to undertake an adequate evaluation of these factors here, nearly all of the factors (any one of which is sufficient to require preparation of an EIS) are satisfied in the case of the proposed long-term contracts. For example:

- Water pollution from agricultural drainwater, which is triggered and would be made possible by the delivery of water under the proposed contracts, "affects public health" in a substantial way. See 40 C.F.R. § 1508.27(b)(2).

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- The area to be served under the proposed contracts is in "proximity" to "prime farmlands," "wetlands" (including riparian wetlands), and "ecologically critical areas" (such as the Sacramento-San Joaquin Delta). See id. at 1508.27(b)(3).
- The effects of the water diversions, impoundments and deliveries required under the proposed contracts, and the consequences of the irrigated agriculture made possible by deliveries pursuant to the contracts, "are likely to be highly controversial." See id. at 1508.27(b)(4).
- The "possible effects" of the activities and actions made possible by the proposed contracts "are highly uncertain or involve unique or unknown risks," especially in light of the lengthy duration of the contracts. See id. at § 1508.27(b)(5).
- Since numerous CVP contractors are not prepared to sign long-term renewal contracts at the present time and will negotiate such contracts in the future, executing the proposed contracts would "establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration." See id. at § 1508.27(b)(6).
- In light of the environmental effects that have occurred from CVP operations to date, and in light of the long duration of the proposed contracts (during which many additional actions will necessarily be taken), the proposed contracts are related to other actions with "cumulatively significant impacts." See id. at § 1508.27(b)(7).
- In light of the well-established adverse effects of CVP activities on threatened and endangered species and their habitat, as shown by the biological opinions cited previously in this letter, the proposed contracts "may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973." See id. at § 1508.27(b)(8).

The evidence in favor of an EIS being required here is overwhelming - particularly since "the threshold for requiring an EIS is quite low." NRDC v. Duval, 777 F. Supp. 1533, 1538 (E.D. Cal. 1991). In that same case, Chief Judge Emeritus Karlton further held that:

only in those obvious circumstances where no effect on the environment is possible, will an EA be sufficient for the environmental review required by NEPA. Under such circumstances, the conclusion reached must be close to self-evident ...

Id. We urge the Bureau in the strongest terms to prepare the required EIS on the proposed long-term contract renewals, in order to comply with the requirements of NEPA.

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## II. The Environmental Assessments Fail to Meet the Requirements of NEPA.

Even if an EIS were not clearly required here, the EAs prepared by the Bureau are so inadequate as to violate NEPA on their own. They fall far short of the analysis that is necessary to meet NEPA's requirements and to support a finding of no significant impact.

### A. The EAs Fail to Consider a Reasonable Range of Alternatives.

NEPA's implementing regulations call analysis of alternatives "the heart of the environmental impact statement," 40 C.F.R. § 1502.14, and they specifically require an alternatives analysis within an EA, *id.* at § 1508.9. The statute itself specifically requires federal agencies to:

study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning available uses of resources.

42 U.S.C. § 4332(2)(E). Because the Bureau's EAs on long-term contract renewals look only at a narrow range of alternatives and fail to evaluate numerous reasonable alternatives, the EAs violate NEPA.

The caselaw makes clear that an adequate alternatives analysis is an essential element of an EA, in order to allow the decisionmaker and the public to compare the environmental consequences of the proposed action with the environmental effects of other options for accomplishing the agency's purpose. In a leading NEPA case in which it overturned an EA for failure to consider alternatives adequately, the Ninth Circuit pointedly held that "[i]nformed and meaningful consideration of alternatives ... is ... an integral part of the statutory scheme." *Bob Marshall Alliance v. Hodel*, 852 F.2d 1223, 1228 (9th Cir. 1988), *cert. denied*, 489 U.S. 1066 (1989). To meet NEPA's requirements an EA must consider a reasonable range of alternatives, and courts have not hesitated to overturn EAs that omit consideration of a reasonable and feasible alternative. See *People ex rel. Van de Kamp v. Marsh*, 687 F. Supp. 495, 499 (N.D. Cal. 1988); *Sierra Club v. Watkins*, 808 F. Supp. 852, 870-75 (D.D.C. 1991).

Each of the contract-renewal EAs considers only two alternatives, in addition to the no-action alternative. Given the scope and importance of the proposed agency action under review, this small number of alternatives is by itself a violation of NEPA's requirement to consider a reasonable range of alternatives. What makes matters worse is the similarity

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between the alternatives that the EAs do consider. For example, each of the alternatives, the two action alternatives and the no-action alternative, specify exactly the same quantities of water under contract. The similarities between the alternatives, though, do not stop with water quantity. The summary tables that compare the alternatives repeatedly use the phrases "Same as NAA [No Action Alternative]," "Similar to NAA" and "minor changes" to describe the components of the alternatives. See, e.g., Draft Friant Division Long-Term Contract Renewal Environmental Assessment ("Friant EA"), at Table DA-1.<sup>1</sup> See also *id.* at 3-57 ("The impacts of EA Alternative 1 are assumed to be identical to the impacts to [sic] the NAA because the water supply and pricing scenarios are identical in both alternatives. The only differences in the alternatives are administrative."), 3-58 ("the NAA and Alternative 1 are assumed to have the same environmental consequences because of their similarities and the fact that the only differences are contractual arrangements among the parties to the contracts").

In addition to considering too few alternatives that are too similar to each other, the EAs reject or ignore several obvious and reasonable alternatives. These unexamined or rejected reasonable alternatives include:

- Alternatives that decrease the water quantities under contract. Each of the alternatives in the EAs contains the exact same water quantities that are currently under contract. It plainly is reasonable for the Bureau to consider and evaluate the option of changing those quantities. The Bureau should consider changing the contract quantities to (a) a level that matches the actual level of deliveries in recent, normal water years, and (b) a level that would leave a meaningfully larger amount of water in the environment compared with current use, so that the EAs can illustrate the choices and consequences between consumptive and nonconsumptive uses of water. The EAs' rejection of the alternative of reducing water quantities, see, e.g., Delta-Mendota Canal Unit Environmental Assessment, Long-Term Contract Renewal, at 2-9, ignores the fact that such an alternative is reasonable and accords with the purpose and need for the agency action under evaluation. See also 40 C.F.R. § 1502.14(a) (agencies must "[r]igorously explore and objectively evaluate all reasonable alternatives").
- An alternative that increases the cost of water to full market rates. Each of the action alternatives in the EAs charges the minimum price for water under the contract. The Bureau should evaluate at least one alternative that prices water at the level the water

<sup>1</sup> The EAs are all very similar. Thus, each of the comments contained in this letter applies equally to each of the EAs. Each citation to a specific EA is intended as an illustration and in no way suggests that the comment is restricted to that particular EA.

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would receive on the open market.<sup>3</sup> At a minimum, the Bureau must consider price increases that would "encourage the full consideration and incorporation of prudent and responsible water conservation measures." Reclamation Reform Act of 1982, Sec. 210(a), 43 U.S.C. 390j(a).

- An alternative that does not give the contractor a specific right to renew the contract. (While it is possible that there is no right of renewal contained in Alternative 2, the EAs do not make this clear and do not analyze the environmental consequences of this difference, if it does exist in the alternative.)
- Alternatives that affirmatively mandate or encourage increased water conservation by water users, through (a) aggressive, prescriptive requirements for water conservation and (b) through financial incentives for water conservation.

Each of the above reasonable alternatives can and should be analyzed and considered for contracts in each of the CVP divisions. In addition, for contracts in each individual division the Bureau should consider at least one strongly environmentally protective alternative that is tailored to the leading environmental problem relating to the operation of that division. So, for example, the Bureau's NEPA analysis for long-term renewal contracts for the Friant Division should consider at least one alternative that conditions the provision of water service on effective restoration of the San Joaquin River and/or creates specific incentives in the contract for restoration of the river.<sup>4</sup> As a further example, the NEPA analysis for the Delta-Mendota Canal Unit should consider at least one alternative that conditions the provision of water service on discrete improvements in protection and restoration of the Sacramento-San Joaquin Delta and/or creates specific incentives in the contract for such increased environmental protection and restoration of the Delta.

The EAs prepared by the Bureau fail to evaluate a reasonable range of alternatives and hence violate NEPA. We urge the Bureau to prepare NEPA documentation for long-term contract renewals that meets NEPA's requirements for alternatives analysis and that, at a minimum, fully analyzes the alternatives described above.

<sup>3</sup> The Bureau clearly has discretion to consider higher prices. See, e.g., Reclamation Project Act of 1939, sec. 9(e), 43 U.S.C. 495h(e) (rates shall be "at least sufficient to cover an appropriate share of the annual operation and maintenance cost..."); Reclamation Reform Act of 1982, sec. 208(a), 43 U.S.C. 390hh(a) ("the price...shall be at least sufficient to recover all operation and maintenance charges..."); see also *NRDC v. Houston*, 146 F.3d 1118, 1125-26 (9<sup>th</sup> Cir. 1998) (Bureau has discretion over terms of renewal contracts, including price and quantity).

<sup>4</sup> The Friant EA fails to conduct an adequate analysis of the effect of the proposed contracts on the San Joaquin River and on restoration of the river.

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B. The EAs Fail to Disclose and Analyze Adequately the Environmental Impacts of the Proposed Action.

NEPA's implementing regulations require that an EA "provide sufficient evidence and analysis for determining whether to prepare an [EIS]." 40 C.F.R. § 1508.9(a). For the reasons discussed above, the EAs fail to discuss and analyze adequately the environmental effects of long-term contract renewals. Courts have not hesitated to overturn EAs that fail to contain an adequate discussion of the environmental consequences of a proposed agency action, e.g., *Foundation on Economic Trends v. Heckler*, 756 F.2d 143 (D.C. Cir. 1985), and the EAs prepared by the Bureau here deserve that same fate.

The discussion and analysis of environmental impact contained in the EAs is cursory and inadequate, and it falls far short of NEPA's requirements. As an example, the discussion of water-quality impacts contained in the Friant EA shows the cursory and conclusory "analysis" contained in all of the EAs. First, the analysis is breathtakingly brief, occupying a single page with considerable space between the short paragraphs – a plainly inadequate treatment in light of the great importance of water quality to public health and the environment. Friant EA at 3-34. Second, the analysis essentially says that there will be no change in water quality impacts under the No Action Alternative and Alternative 1 – without describing in any meaningful way what the qualitative impacts of existing water quality is on human health and the environment and why those impacts will not change for better or for worse. *Id.* The six-sentence analysis of the effect of Alternative 2 appears to say that this alternative would cause some changes, but the EA fails to describe what those changes would mean for human health and environment. *Id.*

This plainly inadequate discussion of environmental impacts is, sadly, far from an isolated example. For example, the same document's discussion of fishery impacts occupies approximately a page and a half and concludes (with no analysis), for the no-action alternative and for Alternative 1, that there would be "no impacts to fishery resources" – a conclusion based apparently on the logic that no changes in environmental impacts from the current effects equals no environmental impacts at all. *Id.* at 3-48. On the next page, the EA presents the amazing, thoroughly unsupported statement that "Alternative 1 and 2 have little or no effect on surface water quantities and flows," *id.* at 3-49, despite the fact that both alternatives would result in the diversion and delivery to irrigated agriculture of more than a million acre-feet of water each year for 25 or 50 years. Elsewhere in the same document, the Bureau presents the astonishing and unsupported statement that "Alternative 1 is assumed to have similar effects to the NAA. Therefore, there are no impacts to biological resources under this alternative." *Id.* at 3-76.

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In addition to failing to disclose or to analyze adequately the environmental effects of the proposed contracts, the EAs impermissibly restrict the timeframe of their analyses. None of the study periods extends forward more than 25 years, e.g., Friant EA at 1-4, despite the fact that each of the contracts contains an easily satisfied conditional right of renewal that means that the likely and effective duration of these contracts would be 50 years. By failing to analyze the environmental effects of the contracts in the likely event that they are renewed under the right of renewal contained in the contracts, the Bureau has violated NEPA.

We urge the Bureau to prepare NEPA documentation that adequately discloses and analyzes the environmental effects of the contracts over the full lifetime of the contracts, including the renewal period, as the draft EAs do not.

C. The EAs Fail to Analyze Cumulative Impacts Adequately.

These proposed long-term renewal contracts do not exist in a vacuum but instead add to more than half a century of environmental impacts from the construction, operation and maintenance of the CVP. The fact that these contracts would operate for at least a quarter century, and likely then would be renewed for another quarter century, means that their environmental effects will also be added to additional actions that will take place over the next 50 years. These facts make an adequate analysis of cumulative impacts especially important for these proposed contracts.

The Ninth Circuit has made clear that NEPA mandates "a useful analysis of the cumulative impacts of past, present and future projects." Muckleshoot Indian Tribe v. U.S. Forest Service, 177 F.3d 800, 810 (9th Cir. 1999). That Court has further directed that "[d]etail is required in describing the cumulative effects of a proposed action with other proposed actions." *Id.* The very cursory cumulative-effects discussions contained in the EAs plainly fail to meet these standards of adequacy.

The cumulative-effects discussions contained in the EAs are cursory, unanalytic, unenlightening, and often illogical. Here, in full, is the Friant EA's cumulative effects "analysis" of the proposed contracts' cumulative effects on surface water:

The cumulative effects of all foreseeable projects will be to place additional demands on the available water supply. Also, the restoration projects may result in additional flows in local rivers for habitat restoration. Implementation of Alternative 1 or 2 will not influence the cumulative effects of other projects to surface water resources.

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Friant EA, at 3-12. In addition to being almost entirely uninformative, this three-sentence discussion asks more questions than it answers. What are the foreseeable projects, and what are their additional demands likely to be? What impact would the proposed contracts have on the opportunities to restore the San Joaquin River? What other cumulative impacts might occur over the life of the project? How is it possible to conclude that the diversion of more than a million acre-feet of water every year, for 25 or 50 years, "will not influence cumulative effects" on surface water?

The Ninth Circuit has not hesitated to reject cumulative-impact statements that are "too general and one-sided to meet the NEPA requirements" and that fail to provide the "useful analysis" mandated by the caselaw. Muckleshoot, 177 F.3d at 811. The inadequate cumulative effects discussions contained in the contract renewals EAs fail these tests and deserve rejection here.

III. Conclusion.

The contract-renewals EAs prepared by the Bureau fall well short of NEPA's established requirements. We urge the Bureau to prepare NEPA documentation on the proposed contracting actions which complies with all requirements of the law.

Sincerely,



Drew Caputo  
Senior Attorney

Hamilton Candee  
Senior Attorney

cc: Hon. David Hayes, Deputy Secretary of the Interior  
Hon. John Leshy, Solicitor  
Hon. George Frampton, Chairman, CEQ



## **Golden Gate Audubon Society**

2530 San Pablo Avenue, Suite G • Berkeley, California 94702  
Phone: (510) 843-2222 • Fax: (510) 843-5351 • Email: ggsa@compuserve.com

Americans Committed to Conservation • A Chapter of the National Audubon Society

December 8, 2000

Al Candlish  
Bureau of Reclamation  
2800 Cottage Way  
Sacramento, CA 95825  
Sent by FAX: 916-978-5094

Dear Mr. Candlish:

The Golden Gate Audubon Society appreciates the opportunity to comment on the Bureau of Reclamation's draft Environmental Assessments (EAs) on the proposed long-term renewal of Central Valley Project (CVP) water service contracts.

We believe the draft EAs are inadequate and violate NEPA. We believe the long-term renewal contracts for each CVP division require an Environmental Impact Statement (EIS) that fully analyzes a broader range of alternatives. We also wish to incorporate by reference the comments dated December 7, 2000 filed by the Natural Resources Defense Council on the draft EAs.

Thank you for considering our comments.

Sincerely yours,

Arthur Feinstein  
Executive Director

From: Tom Stokely <stokely@trinityplns.net>  
 To: <candlish@mp.usbr.gov>  
 Date: 12/8/00 2:37PM  
 Subject: Comments on Draft EA for CVP Contract Renewals

Dear Mr. Candlish,

Please accept this on behalf of the County of Trinity. A hard copy letter should have already arrived or will arrive shortly. I will also fax you the letter below.

Sincerely,

Tom Stokely,  
 Senior Planner  
 Trinity County Planning Dept.  
 PO Box 158  
 Hayfork, CA 96041  
 530-828-5949

TRINITY COUNTY BOARD OF SUPERVISORS  
 P.O. BOX 1258  
 WEAVERVILLE, CA 96093-1258

December 6, 2000

Bureau of Reclamation  
 Mid-Pacific Division  
 Attn: Al Candlish  
 2800 Cottage Way  
 Sacramento, CA 95825-1808

Re: Draft Environmental Assessments (EAs) for Renewal of Existing Long-term Water Service Contracts for Central Valley Project (CVP)

Dear Mr. Candlish:

The Board of Supervisors recommends that the Draft Environmental Assessments for renewal of CVP long-term water service contracts not be approved. The impacts of this proposed federal action are significant and cannot be approved under a Finding of No Significant Impact. A comprehensive CVP-wide EIS for water contract renewals should be prepared.

The cumulative impacts of renewing 25 long-term water service contracts is a significant cumulative impact which requires preparation of an EIS.

As demonstrated in Table ES-1 from the "Trinity River Mainstem Fishery Restoration EIS/EIR" (USFWS, Trinity County, Hoopa Valley Tribe and BOR, November, 2000), there are significant impacts from blanket renewal of long-term CVP water service contracts. This can be seen in the

difference between the "Existing Conditions (1995) base year and the No Action Alternative in the year 2020. In particular, renewal of contracts from the American River Division will increase CVP demand by 320,000 acre-feet per year by the year 2020. This significant impact will manifest itself with reduced carryover storage in Shasta and Trinity reservoirs, with resultant impacts to recreation, as well as listed species in the Trinity River such as coho and steelhead, and impacts to the Sacramento River listed species such as winter and spring chinook. This is evidenced by increases in violation of Trinity and Sacramento river temperature compliance, and Shasta Lake carryover storage requirements per the 1993 NMFS Biological Opinion.

As a result of the October 20, 2000 ESA consultation by NMFS on the Trinity River Mainstem Fishery Restoration EIS, Trinity Lake carryover storage should not go below 600,000 acre-feet. A comprehensive EIS on CVP contract renewals should evaluate impacts to this Trinity Lake carryover storage requirement for protection of the Trinity River's fishery.

We are extremely disappointed that without adequate public review and input, Interior reversed its contract negotiation position very recently and changed contract terms so that the "contract total" for water quantities would be unchanged from existing contracts even though historic deliveries have been far less. Renewal of these contracts which includes this "paper water" will continue to result in contracts for water delivery well beyond available CVP supplies. As a county of origin for the CVP, we believe the citizens and resources of Trinity County will be significantly harmed by this overcommitment of water.

We are also extremely disappointed that Interior reversed its position, again without adequate public review and input, of the tiered pricing provisions of the Central Valley Project Improvement Act (CVPIA) so that these provisions would apply only to the "contract total," not the "base" water supply. Such a position will not encourage water conservation, nor will it assure long-term repayment of the CVP by water contractors.

The EA's do not adequately analyze the above impacts in a singular or cumulative sense with other ongoing actions CVP-wide. A Finding of No Significant Impact would not be justifiable in this case. In addition, the EAs do not analyze adequately the cumulative effect of applying these policies to remaining CVP water service delivery contracts which have not yet expired - in other words, all CVP water service contracts.

The contracts should be renegotiated to reflect the legal requirements of CVPIA, then a CVP-wide contract renewal EIS should be prepared to deal with the above issues cumulatively. A Finding of No Significant Impacts is not justifiable.

Sincerely,  
 out

December 6, 2000



provisions of the Central Valley Project Improvement Act (CVPIA) so that these provisions would apply only to the "contract total," not the "base" water supply. Such a position will not encourage water conservation, nor will it assure long-term repayment of the CVP by water contractors.

The EA's do not adequately analyze the above impacts in a singular or cumulative sense with other ongoing actions CVP-wide. A Finding of No Significant Impact would not be justifiable in this case. In addition, the EAs do not analyze adequately the cumulative effect of applying these policies to remaining CVP water service delivery contracts which have not yet expired - in other words, all CVP water service contracts.

The contracts should be renegotiated to reflect the legal requirements of CVPIA, then a CVP-wide contract renewal EIS should be prepared to deal with the above issues cumulatively. A Finding of No Significant Impacts is not justifiable.

Sincerely,

TRINITY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Ralph Modine, Chairman

TRINITY COUNTY BOARD OF SUPERVISORS



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## Letter 7

The contracts should be renegotiated with reduced water quantities that better reflect both reality and competing water needs, and at higher prices that implement CVPIA tiered pricing requirements properly, and in the spirit of that law, as well as CALFED's "beneficiary pays" requirements.

Yours very truly,

Byron W. Leydecker  
Chair

BWL/mw

cc: The Hon. Dianne Feinstein  
The Hon. Barbara Boxer  
The Hon. George Miller  
The Hon. Mike Thompson  
The Hon. Ellen Tauscher  
Ms. Mary Nichols  
Ms. Felicia Marcus  
Mr. Mike Spear

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**Revised DEA/Draft FONSI - December 2004**

Office of Planning and Research-State Clearinghouse (SCH)  
1400 Tenth Street  
P.O. Box 3044  
Sacramento, CA 95812-3044  
(Refer to letter dated January 13, 2005 and list of 14 agencies provided the opportunity to review)

Contra Costa Water District  
Attention: Mr. Jeff Quimby  
1331 Concord Avenue  
P.O. Box H20  
Concord, CA 94524

U.S. EPA  
Environment Review Office  
Attention: Laura Fuji  
Compliance and Ecosystem Division  
75 Hawthorn Street  
San Francisco, CA 94105-3901

U. S. Department of Interior  
Office of Environmental Policy & Compliance  
1111 Jackson Street, Suite 520  
Oakland, CA 94607

Natural Resources Defense Council  
111 Sutter Street, FL 20  
San Francisco, CA 94104

Golden Gate Audubon Society  
2530 San Pablo Avenue, Suite G  
Berkeley, CA 94702

Trinity County Planning Department  
P.O. Box 156  
Hayfork, CA 96041

Friends of Trinity River  
P.O. Box 2327  
Mill Valley, CA 94942-2327

U.S. Bureau of Reclamation  
Water Rights and Contracts Branch  
ATTN: Dick Stevenson, MP-400  
2800 Cottage Way  
Sacramento, CA 95825

U.S. Bureau of Reclamation  
Tracy Field Office  
ATTN: Eileen Jones  
16650 Kelso Road  
Byron, CA 94514-1909



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January 13, 2005

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Jan Boel  
Acting Director

F10019

Joe Thompson  
U.S. Bureau of Reclamation  
1243 N Street  
Fresno, CA 93721-1813

Subject: Contra Costa Canal Unit Long-Term Contract Renewal  
SCH#: 2000114006

Dear Joe Thompson:

The State Clearinghouse submitted the above named Joint Document to selected state agencies for review. The review period closed on January 12, 2005, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

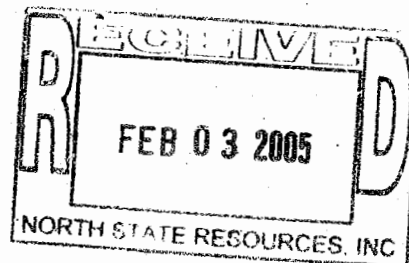
Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

*Terry Roberts*

Terry Roberts  
Director, State Clearinghouse

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**Document Details Report**  
**State Clearinghouse Data Base**

**SCH#** 2000114006  
**Project Title** Contra Costa Canal Unit Long-Term Contract Renewal  
**Lead Agency** U.S. Bureau of Reclamation

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**Type** JD Joint Document  
**Description** Project is the proposed renal/replacement of long-term water service contract for the Contra Costa Canal system, operated by the Contra Costa Water District (CCWD). The U.S. Bureau of Reclamation and CCWD proposed to execute the new long-term water service contract in a manner consistent with the provisions of CVPIA.

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**Lead Agency Contact**

**Name** Joe Thompson  
**Agency** U.S. Bureau of Reclamation  
**Phone** 559.487-5179 **Fax**  
**email**  
**Address** 1243 N Street  
**City** Fresno **State** CA **Zip** 93721-1813

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**Project Location**

**County** Contra Costa  
**City**  
**Region**  
**Cross Streets**  
**Parcel No.**  

<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Base</b>
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**Proximity to:**

**Highways**  
**Airports**  
**Railways**  
**Waterways** Central Valley Water Project-Contra Costa Canal  
**Schools**  
**Land Use** Central Valley Water Project.

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**Project Issues** Population/Housing Balance; Water Supply; Wildlife; Landuse

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**Reviewing Agencies** Resources Agency; Department of Fish and Game, Region 3; Department of Parks and Recreation; Reclamation Board; Department of Water Resources; Caltrans, District 4; Department of Health Services; Native American Heritage Commission; State Lands Commission; Regional Water Quality Control Board, Region 2; Regional Water Quality Control Bd., Region 5 (Sacramento); State Water Resources Control Board, Clean Water Program; State Water Resources Control Board, Division of Water Quality; State Water Resources Control Board, Division of Water Rights

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**Date Received** 12/14/2004 **Start of Review** 12/14/2004 **End of Review** 01/12/2005